

**COMPETITIVE SEALED BID  
CITY OF DICKINSON, TEXAS**



**DEMOLITION AND CLEARING SERVICES FOR  
2605 24<sup>TH</sup> STREET, DICKINSON, TEXAS  
AND  
3608 OAK DRIVE, DICKINSON, TEXAS  
AND  
4806 E. 30<sup>TH</sup> STREET, DICKINSON, TEXAS  
COMPETITIVE SEALED BID #1001-01**

**BID OPENING DATE:  
 FEBRUARY 19, 2009  
 COMPETITIVE SEALED BID #1001-01  
 SCHEDULE SUMMARY**

Thursday	February 4, 2010	Bid Documents Released and 1 <sup>st</sup> Legal Advertising for Bid
Thursday	February 11, 2010	2 <sup>nd</sup> Legal Advertising for Bid
Monday	February 15, 2010	Mandatory Pre-Submittal Conference
Thursday	February 18, 2010	Last day for inquiries and clarifications
Friday	February 19, 2010 10:00 am  10:10 am	Deadline for Submission of Bids  Opening of Bids
Tuesday	February 23, 2010	City Council Award of Bid

Note: This schedule is preliminary and may be modified at the discretion of the owner.

**COMPETITIVE SEALED BID #1001-01**

**DEMOLITION AND CLEARING SERVICES FOR  
2605 24<sup>TH</sup> STREET, DICKINSON, TEXAS AND  
3608 OAK DRIVE, DICKINSON, TEXAS AND  
4806 E. 30<sup>TH</sup> STREET, DICKINSON, TEXAS  
INVITATION TO BID**

The City of Dickinson is accepting Competitive Sealed Bids for all supervision, materials, labor and equipment necessary for demolition and clearing services for the properties located at 2605 24<sup>th</sup> Street, 3608 Oak Drive and 4806 E. 30<sup>th</sup> Street in Dickinson, Texas.

**BIDS MUST BE RECEIVED BY THE CITY SECRETARY OF THE CITY OF DICKINSON NO LATER THAN 10:00 A.M. ON FRIDAY, FEBRUARY 19, 2010. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.**

**BIDS WILL BE PUBLICLY OPENED AND READ IN THE COUNCIL CHAMBERS LOCATED IN THE CITY OF DICKINSON, CITY HALL LOCATED AT 4403 HWY 3, DICKINSON, TEXAS 77539 ON FRIDAY, FEBRUARY 19, 2010, AT 10:10 A.M.**

Bid documents may be downloaded from the Purchasing Page of the City of Dickinson's website at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us) or obtained in person at Dickinson City Hall, 4403 HWY 3, Dickinson, Texas. Minority and small business vendors or contractors are encouraged to submit bids on any and all City of Dickinson projects.

All bids submitted for City consideration must be clearly marked on the outside of the sealed envelope with the words "Competitive Sealed Bid #1001-01, Demolition and Clearing Services for 2605 24<sup>TH</sup> Street, Dickinson, Texas and 3608 Oak Drive, Dickinson, Texas and 4806 E. 30<sup>TH</sup> Street, Dickinson, Texas", Attention: Carol McLemore, City Secretary, and must contain the name of the company submitting the bid.

A performance bond will be required for all contracts over \$100,000.00 and a payment bond will be required for all contracts over \$25,000.00. A separate maintenance bond may be required for all contracts less than \$100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for 100% of the contract price.

The City reserves the right to reject any or all bids and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Bids shall be valid for a period of sixty (60) days from the date bids are opened.

1<sup>st</sup> Advertisement: Galveston Daily News, February 4, 2010

2<sup>nd</sup> Advertisement: Galveston Daily News, February 11, 2010

## SCOPE OF WORK AND SPECIAL CONDITIONS

### 1. SCOPE OF WORK

The scope of work under this bid shall include all materials, labor, equipment, supervision and waste and hazardous materials disposal fees and incidentals for the demolition and clearing of the residential properties located at 2605 24<sup>TH</sup> Street, Dickinson, Texas and 3608 Oak Drive, Dickinson, Texas and 4806 E. 30<sup>TH</sup> Street, Dickinson, Texas. All work shall be performed in accordance with all Local, State and Federal regulations in addition to the following:

- a. Apply for and obtain all necessary permits from the City of Dickinson **BEFORE** work begins.
  - i. Demolition Permit
  - ii. Plumbing Permit
  - iii. Electrical Permit
  - iv. Floodplain Development Permit (If bringing in fill dirt to a property located in Flood Zone "A")
- b. Disconnection and/or verify the disconnection of all utilities (Electric, Water, Gas, Cable/Satellite, and Telephone) services/meters at structures to be demolished/cleared.
- c. Treat each site with rodent bait at least 10 days prior to start of demolition activity to inhibit rodent migration as part of the contract. Provide documentation of such treatment.
- d. Complete all demolition work in regards to the protection of trees in accordance with the City of Dickinson's Landscape and Tree Preservation requirements found in the Zoning Regulations Chapter 16.10, of the Dickinson Code of Ordinances (available upon request or can be accessed from [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us)). If there are any questions about tree protection, contact the Planning and Zoning Coordinator at (281) 337-6259.
- e. Grade lots smooth. Bring in fill dirt as needed to ensure lot drains well and will not hold water.
- f. If applicable, cap off sewer service and water lines of all dwellings that will be demolished. Work will require a licensed plumber and must be completed in accordance with the 2003 International Plumbing Code. Contractor must make arrangements with Community Development at (281) 337-6259 for inspection of water and sewer plugs **BEFORE COVERING THE SERVICE LINES**.
- g. Call Community Development at (281) 337-6259, to schedule and obtain a final inspection for each property before submitting invoices for payment.

## **2. RESPONSIBILITIES OF THE CITY**

City personnel will conduct the required inspections of work performed by the contractor pursuant to Section 1(a) above.

## **3. RESPONSIBILITIES OF THE CONTRACTOR**

The bidder must be capable of performing all responsibilities normally associated with demolition and clearing of residential properties. The successful bidder will furnish all necessary materials, labor, fees and equipment for the demolition and clearing of the residential properties located at 2605 24<sup>TH</sup> Street, Dickinson, Texas and 3608 Oak Drive, Dickinson, Texas and 4806 E. 30<sup>TH</sup> Street, Dickinson, Texas as provided herein. The successful bidder must have the ability to complete the project within 30 days of award date.

## **4. DEMOLITION AND CLEARING SCHEDULE**

Following award of bid, City will meet with the successful bidder to develop a schedule.

## **5. USE OF SUBCONTRACTORS**

The City specifically prohibits the use of subcontractors without written authorization. Authorized subcontractors are subject to the same insurance requirements as stated in the Contractor Insurance Requirements provided in this Bid.

## **6. SAFETY REGULATIONS**

The successful bidder's personnel shall wear orange safety vests on all job sites. Work gloves and other appropriate clothing/shoes shall be worn. The successful bidder's personnel must comply with all applicable federal and state safety regulations.



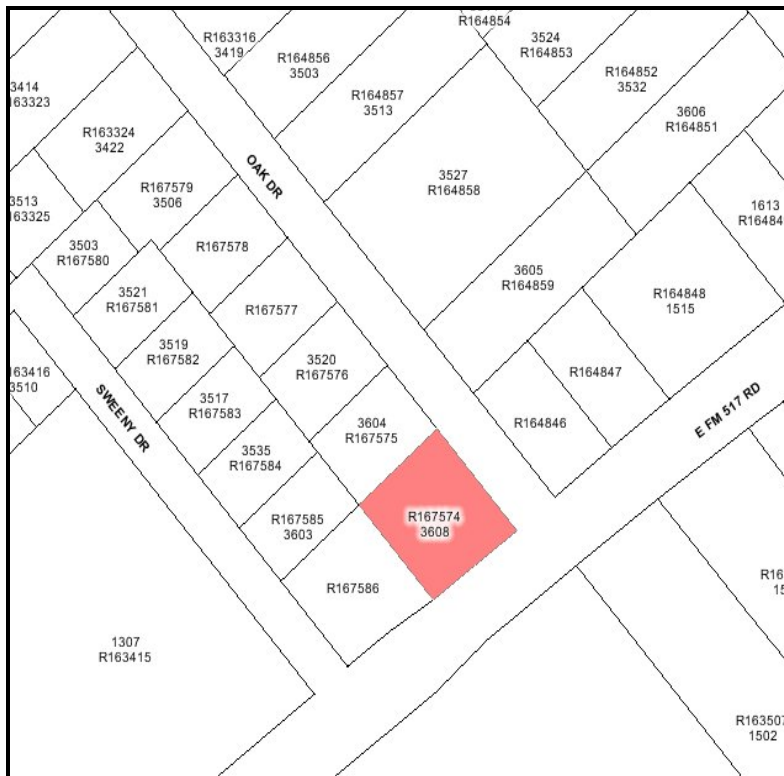
## LOCATION # 2

Property Address: 3608 Oak Drive, Dickinson, Texas 77539

Legal Description: Abstract 19 Perry & Austin Lots 1 & 2 Sommers S-D of Lot 143 Addition  
D Dickinson \*\*\*Deferral\*\*\*

- (a) Obtain all necessary permits.
- (b) Disconnect all utility services to structures
- (c) Demolish and remove all structures and foundation
- (d) Remove:
  1. All trash/debris/rubbish/tree limbs from the property.
  2. All vehicles/boats/trailers from property.
  3. Mailbox from the property
- (e) As needed, build up lot with fill dirt particularly where structures are removed.
- (f) Grade lot smooth for mowing and proper drainage.

### SEE CITY PLAT MAP BELOW



### LOCATION # 3

Property Address: 4806 E 30<sup>th</sup> Street, Dickinson, Texas 77539

Legal Description: ABST 78 R HALL LOTS 4, 5, & 6 BLK 239 NICHOLSTONE

- (a) Obtain all necessary permits.
- (b) Disconnect all utility services to structures
- (c) Demolish and remove all structures and foundation
- (d) Remove:
  1. All trash/debris/rubbish/tree limbs from the property.
  2. All vehicles/boats/trailers from property.
  3. Mailbox from the property
- (e) As needed, build up lot with fill dirt particularly where structures are removed.
- (f) Grade lot smooth for mowing and proper drainage.

### SEE CITY PLAT MAP BELOW



**BID PACKET ATTACHMENT**

**WARNING**

**IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL PERSONS WORKING ON THE PROJECT FROM THE POTENTIAL HEALTH HAZARDS OF ASBESTOS AND/OR LEAD-BASED PAINT. THESE HAZARDOUS MATERIALS MIGHT BE PRESENT IN THE STRUCTURES TO BE DEMOLISHED. PLEASE TAKE THE PROPER PRECAUTIONS TO ENSURE THE SAFETY OF YOUR WORKERS. MOREOVER, SHOULD EITHER LEAD-BASED PAINT OR ASBESTOS EXIST, THESE HAZARDOUS MATERIALS SHALL NOT BE DISPOSED OF IN A LANDFILL. HAZARDOUS MATERIALS MUST BE DISPOSED OF IN A STATE-APPROVED FACILITY BY LICENSED PERSONNEL.**

## INSTRUCTIONS TO BIDDERS

**READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID.**

### **1. BIDS, PREPARATION AND SUBMITTAL**

Bidders must utilize the Bid Form and must submit an original and one (1) copy of the sealed bid/written quote/proposal to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.

All figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Bid Form. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered. All bids must be submitted in a sealed envelope. Bidders must provide all documentation required with the bid response. Failure to provide this information may result in rejection of bid. For additional instructions related to Bid Preparation, please see the General Conditions of Bidding contained herein.

If you do not wish to bid at this time, but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

### **2. INTENT OF BID DOCUMENTS**

Bidders should fully inform themselves as to all conditions and matters which can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents or should there be any doubt as to their meaning and intent they should notify the City at once and obtain clarification prior to submitting a bid.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted and satisfied as to character, quality and quantity of equipment to be furnished.

### **3. DELIVERY OF BIDS**

Bids received prior to the time of the opening will be kept securely unopened. Bids received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer of the City for the premature opening of a bid

not property addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered

## **5. SIGNATURES**

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

## **6. BID ALTERATION/WITHDRAWAL**

Bids cannot be altered or amended after the submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before bid opening time. Bids may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid is opened. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

## **7. DISQUALIFICATIONS OF BIDDERS**

The bidders may be disqualified and their bids and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The bidder being an interested party in any litigation against the City.
- Failure to use the Bid Form furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the Bid Form.
- Failure to properly complete the Bid Form.
- Bidder is indebted to the City.

## **8. BID OPENINGS**

All bids submitted will be opened publicly in the City Hall Council Chambers, at the date and time shown in the Invitation to Bidders. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Dickinson Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The city will notify the successful bidder upon award of the contract, and, according to State law, all bids received will be available for inspection at that time, unless otherwise provided by law.

## **9. BASIS OF AWARD**

It is the intent of the City to award the Contract to the bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids

The City of Dickinson reserves the right to contact any offer or, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Dickinson in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offer or, or to reject any or all bids.

## **10. BID TABULATION**

Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed, stamped envelope with the bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You may also download a copy on the City of Dickinson's website from the Purchasing Page at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us).

## **11. PROTESTS**

All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

## **GENERAL CONDITIONS OF BIDDING**

This Bid does not commit the City of Dickinson to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified bidders or to cancel in part or in its entirety this Bid if it is in the best interest of the City.

A contract based on the awarded bid will be executed. The successful bidder must begin work in accordance with the schedule to be developed by City and the successful bidder. This should be considered and reflected in the proposal.

### **BIDDING**

1. **PRICING:** Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
2. **QUANTITIES:** In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
3. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
4. **F.O.B./DAMAGE:** Quotations shall be bid freight on board (F.O.B.) delivered to the designated job site in Dickinson, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
5. **DELIVERY PROMISE-PENALTIES:** Bids **MUST** show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
6. **DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid/proposal specifications is descriptive, not restrictive. It is to be used to indicate the type and quality desired. Qualifications on items of like quality will be considered.
7. **EXCEPTIONS/SUBSTITUTIONS:** All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions

and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Dickinson reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

8. **PROPRIETARY INFORMATION:** If a bid/proposal contains proprietary information, the bidder must declare such information as proprietary if bidder does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.
9. **CORRESPONDENCE:** This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
10. **ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Dickinson Chief Building Official. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
11. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.
12. **INQUIRIES:** Any inquiries concerning the bid documents shall be addressed to Kevin Byal, Chief Building Official, by telephone (281) 337-6259 or e-mail kbyal@ci.dickinson.tx.us. Any attempt on the part of a bidder or his representative to contact an elected official regarding this bid or its award will disqualify the bidder.

## **PERFORMANCE**

13. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

14. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
15. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City

desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**

16. **TESTING:** An agent so designated by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
17. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
18. **DELIVERY:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility or Job Site. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
19. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
20. **PATENT RIGHTS:** The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
21. **ETHICS:** The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Dickinson.

## **PURCHASE ORDERS AND PAYMENT**

22. **PURCHASE ORDERS:** A purchase order(s) shall be generated by the City to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
23. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
24. **APPROPRIATION CLAUSE:** The City of Dickinson is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
25. **TAXES:** The City is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.

26. **PAYMENT TERMS:** Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful bidder is required to pay subcontractors within ten (10) days of work performed.
27. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Dickinson, Finance Department, 4403 Hwy 3, Dickinson, Texas 77539.

## **CONTRACT**

28. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is(are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
29. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Galveston County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into an Interlocal Agreement for purchasing.
30. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
31. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
32. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Dickinson shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall

terminate. Bidder, in submitting this bid, agrees that the City of Dickinson shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

33. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Administrator or designated representative.
34. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
35. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Galveston County, Texas.
36. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
37. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all bidders shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
38. **DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES:** By submission of a bid response, the bidder represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the bidder has not been found to be liable for such practices in such proceedings.
39. **FELONY CRIMINAL CONVICTIONS:** The bidder represents and warrants that neither the Bidder nor the Bidder's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the Bidder has fully advised the City of Dickinson as to the facts and circumstances surrounding the conviction.
40. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

41. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

## CITY OF DICKINSON CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Dickinson shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million

Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)  
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

## SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

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2. Name and address of principal place of business, and phone number of your company's majority owner:

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3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

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### MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Dickinson to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

**COMPETITIVE SEALED BID #1001-01**

**DEMOLITION AND CLEARING SERVICES FOR  
2605 24<sup>TH</sup> STREET, DICKINSON, TEXAS AND  
3608 OAK DRIVE, DICKINSON, TEXAS AND  
4806 E. 30<sup>TH</sup> STREET, DICKINSON, TEXAS**

Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost	Delivery (in days)
1	Demolition and clearing services for <u>2605 24<sup>TH</sup> Street, Dickinson, Texas and 3608 Oak Drive, Dickinson, Texas and 4806 E. 30<sup>TH</sup> Street, Dickinson, Texas</u> in accordance with the specifications herein			\$ _____	\$ _____	
Grand Total:						

1. In submitting this Bid, Bidder represents the following:
  - a. Bidder has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):  
Addenda:  
\_\_\_\_\_  
Date: \_\_\_\_\_ Signature: \_\_\_\_\_
  - b. Bidder has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
  - c. Bidder has given the owner written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Bidder.
  - d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.
  - e. Bidder hereby certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.
  - f. This Bid will remain open and subject to acceptance for sixty (60) days after the day of Bid opening.
2. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Bidders, General Conditions for Bidding and any Special Conditions contained herein.

- Bidder hereby certifies that, if this bid is accepted, the undersigned Bidder shall enter into a contract with the City of Dickinson to furnish the services as specified or indicated in these Bid documents for the price indicated in this Bid and in accordance with the other terms and conditions of such contract documents.

**BID FORM**

**BIDDER:**

Company: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State & Zip: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_  
 Federal EID #/SSN #: \_\_\_\_\_  
 Cash Discount Terms: \_\_\_\_\_

**REFERENCES**

Each Bidder is to provide a minimum of three (3) verifiable commercial business references for which the Bidder has performed work.

- Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Brief description of project. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Brief description of project. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Brief description of project. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- 1. Sole Proprietorship     YES     NO
- 2. Partnership             YES     NO
- 3. Corporation             YES     NO

If company is a sole proprietorship, list the owner's full legal name:

\_\_\_\_\_

If company is a partnership, list the partner's full legal name(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If company is a corporation, list the full legal name as listed on the corporate charter:

\_\_\_\_\_

Is this firm a minority, or woman-owned business enterprise?

NO     YES    If yes, specify () MBE    () WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency?     NO     YES

If yes, specify governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_



**BIDDER REMINDER LIST:**

**REQUIRED DOCUMENTATION INCLUDED?**

**ORIGINAL AND ONE (1) COPY INCLUDED?**

**ALL BLANKS COMPLETED ON BID FORM AND  
OTHER REQUIRED DOCUMENTS?**

**COMPLETED CONFLICT OF INTEREST  
QUESTIONNAIRE?**

**COMPLETED SIGNATURE?**